

**LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS**

**7500 Odawa Circle**

**Harbor Springs, MI 49740**

**CERTIFIED MOTION # 012714-01**

Approve the grant agreement with Enterprise Community Partners, Inc. to implement grant #13SG3184 including the limited waiver of sovereign immunity

**WHEREAS** the Waganakising Odawak, known in English as Little Traverse Bay Bands of Odawa Indians is a nation of citizens with inherent sovereignty and right to self-governance and;

**WHEREAS** the Little Traverse Bay Bands of Odawa Indians ("LTBB") is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

**WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe;

**WHEREAS** LTBB has been approved for funding from the U.S. Department of Housing and Urban Development through Enterprise Community Partners, Inc., for which the grant application was approved for submittal via Certified Motion #102112-02;

**WHEREAS** the Enterprise grant agreement includes the following language that will require a limited waiver of sovereign immunity: "This agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts. The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum."

**WHEREAS** the LTBB General Counsel suggests replacing the above paragraph in the grant agreement with the following language: "Grantee acknowledges that this grant award is taking place in the State of Maryland, and not within Grantee's Indian country. This Agreement shall be construed and enforced in

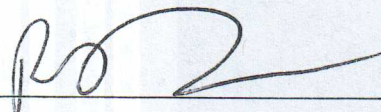


accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts. The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum. Provided, any monetary award against grantee cannot exceed the amount of funds actually provided to grantee under this grant."

**THEREFORE, BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes acceptance of the grant award with the above changes and hereby accepts a limited waiver of sovereign immunity.

**FURTHER RESOLVED**, that the LTBB Tribal Chairperson, Vice Chairperson, Tribal Administrator, or another designee from the Tribal Chairperson is authorized to execute any documents necessary to receive and administer funds under the grant.

#### CERTIFICATION


Received by the Executive Office on 1/27/14 by 

The Executive concurs and recommend this action of the Tribal Council.

Date: 27 JAN 14



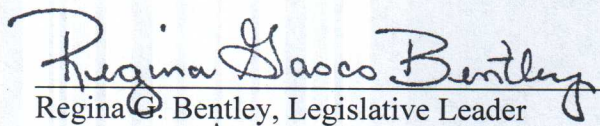
Executive, Tribal Chair/Vice Chair

Received by the Legislative Office on 1.27.14 by 

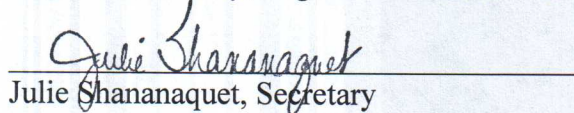


As Tribal Council Legislative Leader and Tribal Council Secretary, we certify that this Certified Motion was duly approved by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians by phone poll of the Tribal Council held January 27, 2014 at which a quorum was present, by a vote of 9 in favor, 0 opposed, 0 abstentions, 0 absent as recorded by this certification as an official action on behalf of Little Traverse Bay Bands of Odawa Indians.

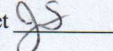
Date: 01-28-14

  
Regina G. Bentley, Legislative Leader

Date: 01-28-14

  
Julie Shananaquet, Secretary

Certified Motion # 012714-01 Approve the grant agreement with Enterprise Community Partners, Inc. to implement grant #13SG3184 including the limited waiver of sovereign immunity

Secretary Shananaquet 



Phone Poll

**Agenda Placement Request Form**

Meeting Date:

Phone Poll 1-27-14 - RB approved (3)

Requester:

Executive

Agenda Topic:

Previous grant submitted

Agenda Requests: Requests for action by the Tribal Council shall utilize and submit this form to the Legislative Office. The Legislative Office shall notify the requestor as to the date the request will be placed on a Tribal Council Agenda.



Description of the issue:

Previously submitted



Action (motion, resolution, statute, etc.) requested:

motion



Need for action:

Approval for ~~signature~~  
signature



How proposed action would be implemented; and person(s) responsible:

Attached would be signed



Other:

Because no action was taken at the meeting on the 19th need for grant.

Submission of Contracts / Grant Applications / Lease Agreements

**Fiscal Impact:**



Reviewed by:

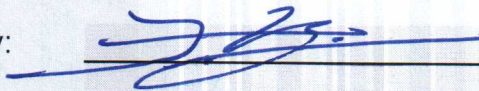
Comments:



**Executive:**

Reviewed by:

Comments:





**Judicial:**

☐ Reviewed by: \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Legal Dept:**

☒ Reviewed by: Bransky, Budnick  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Prosecutor:**

☐ Reviewed by: \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Election Board:**

☐ Reviewed by: \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other:**

☒ Reviewed by: Legislative Leader - Phone Bill approved  
Comments: APPROVE CM-012714-01  
\_\_\_\_\_  
\_\_\_\_\_

For Official Tribal Council Office Use Only:

Approved For Agenda Item on Meeting Date: \_\_\_\_\_, 20\_\_\_\_

By:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_



## LTBB TRIBAL COUNCIL PHONE POLL

**Reason for Phone Poll:** To Approve Certified Motion 012714-01 Approve the grant agreement with Enterprise Community Partners, Inc. to implement grant #13SG3184 including the limited waiver of sovereign immunity.

**Authorization:**

Legislative Leader Regina Gasco Bentley

**Phone Poll Conducted by:**

Legislative Administrative Assistant Michael Smith

**Council Members:**

<b>John Keshick III</b>	Yes	<u>X</u>	No	_____	<b>Date/Time Called:</b> _____
					<b># of attempts:</b> _____
<b>Bill A. Denemy</b>	Yes	<u>X</u>	No	_____	<b>Date/Time Called:</b> _____
					<b># of attempts:</b> _____
<b>Winnay Wemigwase</b>	Yes	<u>X</u>	No	_____	<b>Date/Time Called:</b> _____
					<b># of attempts:</b> _____
<b>Aaron Otto</b>	Yes	<u>X</u>	No	_____	<b>Date/Time Called:</b> _____
					<b># of attempts:</b> _____
<b>Michael Naganashe</b>	Yes	<u>X</u>	No	_____	<b>Date/Time Called:</b> _____
					<b># of attempts:</b> _____
<b>Beatrice A. Law</b>	Yes	<u>X</u>	No	_____	<b>Date/Time Called:</b> _____
					<b># of attempts:</b> _____
<b>Marcella Reyes</b>	Yes	<u>X</u>	No	_____	<b>Date/Time Called:</b> _____
					<b># of attempts:</b> _____
<b>Julie Shananaquet</b>	Yes	<u>X</u>	No	_____	<b>Date/Time Called:</b> _____
					<b># of attempts:</b> _____
<b>Regina Bentley</b>	Yes	<u>X</u>	No	_____	<b>Date/Time Called:</b> _____
					<b># of attempts:</b> _____

**Phone Poll Vote:**

**VOTE:** 9 Yes 0 No 0 Abstained 0 Absent



**Comments:**

**John Keshick III**

**Bill A. Denemy**

**Winnay Wemigwase**

**Aaron Otto**

**Michael Naganashe**

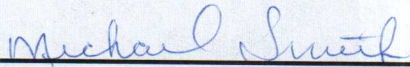
**Beatrice A. Law**

**Marcella Reyes**

**Julie Shananaquet**

**Regina Bentley**

The Legislative Office Manager or Administrative Assistance in accordance with policy certifies the results of this Phone Poll and that the results of the phone poll were sent via e-mail to Tribal Council:



Michael Smith Legislative Branch Admin Asst

01-28-14

Date:

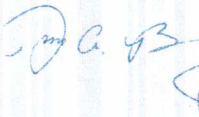
In accordance with the Tribal Council Phone Poll Policy approved on May 6, 2012, the action approved, the Tribal Council Member's vote, and the results of the vote of the phone poll shall be announced by the Secretary at the next meeting and recorded in the Minutes. The Legislative Office shall maintain the certified record of the phone poll on file.





## MEMO

**To:** Tribal Council

**From:** James A. Bransky 

**Date:** January 13, 2014

**Subject:** Enterprise Community Partners, Inc.

As an organization providing nationwide services, including distributing HUD funds, Enterprise Community Partners, Inc. was not willing to change its boilerplate choice of law and jurisdiction language. Their legal team did agree to the addition of the highlighted first and last sentences. The first sentence would address LTBB's constitutional concerns, and the last sentence would insure that no Tribal resources beyond the funds actually provided under this grant could be put at risk.


### Governing Law

Grantee acknowledges that this grant award is taking place in the State of Maryland, and not within Grantee's Indian country. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Provided, any monetary award against grantee cannot exceed the amount of funds actually provided to grantee under this grant.



<h2>Grant Agreement</h2>	 <b>Enterprise</b>
<p>Enterprise Community Partners, Inc.  70 Corporate Center  11000 Broken Land Parkway  Suite 700  Columbia, MD 21044  Main: 410-964-1230  Fax: 410-772-3057</p> <p>Enterprise Contact: Ellyn Johnson  Phone: 303.376.5406  Email: <a href="mailto:ejohnson@enterprisecommunity.org">ejohnson@enterprisecommunity.org</a></p>	<p>Grant #: 13SG3184  Type of Action: Award  Effective Date:  Grant Amount: \$50,000.00  Period of Performance: 08/01/2013 - 09/30/2014  Funder Name: U.S. Department of Housing and Urban Development  Funder Agreement #: B-12-CB-MD-0001</p>
<p><b>Grantee Name and Address:</b></p> <p>Little Traverse Bay Bands of Odawa Indians  7500 Odawa Circle  Harbor Springs, MI 49740  Main:</p>	<p><b>Contact Information:</b></p> <p>Julie Kauppila  (231) 242-1560  <a href="mailto:jkauppila@ltbbodawa-nsn.org">jkauppila@ltbbodawa-nsn.org</a> gov</p>
<p><b>Disbursement Details and Special Conditions</b> <i>(in case of conflict between Special Conditions and the Standard Terms and Conditions, the Special Conditions shall control):</i></p> <p>All grantees are REQUIRED to have a DUNS number and be registered on the System for Award Management (SAM) website: <a href="http://www.sam.gov">www.sam.gov</a>. Please ensure your registration in SAM remains active throughout the grant period of performance. Submit your DUNS number to <a href="mailto:osilesi@enterprisecommunity.org">osilesi@enterprisecommunity.org</a> upon receipt.</p> <p>Grantee agrees, as applicable, to comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act) and provide the necessary information to enable Enterprise to comply with the FFATA reporting requirements. Details on the Transparency Act can be found at <a href="http://www.fsrc.gov/">http://www.fsrc.gov/</a>.</p>	



<b>Enterprise Community Partners, Inc.</b> 70 Corporate Center 11000 Broken Land Parkway Suite 700 Columbia, MD 21044 <b>Main: 410-964-1230</b> <b>Fax: 410-772-3057</b>	<b>Grant #: 13SG3184</b> <b>Type of Action: Award</b> <b>Effective Date:</b> <b>Grant Amount: \$50,000.00</b> <b>Period of Performance: 08/01/2013 - 09/30/2014</b> <b>Funder Name: U.S. Department of Housing and Urban Development</b> <b>Funder Agreement #: B-12-CB-MD-0001</b>
<p>This grant agreement sets forth the agreement between the parties and consists of the following documents which are attached and made a part hereof:</p> <p>Exh A - Scope of Work; Exh B - Budget &amp; Disbursement Forms; Exh C - Activity Report; Exh D - Production Tracker; Exh E - Close Out Documents; Federal Provisions; Match Certification; Standard Terms &amp; Conditions; FFATA Form</p> <p>This Grant Agreement also includes any modification(s) that may be subsequently executed by the parties.</p>	

By signing below, Little Traverse Bay Bands of Odawa Indians or his authorized representative hereby understands and agrees to the terms and conditions set forth in this agreement and the attached documents:

**For: Little Traverse Bay Bands of Odawa Indians**

**Signature:**

\_\_\_\_\_

**Name & Title:** Albert Colby, Jr. Tribal Administrator

**Date:** \_\_\_\_\_

**For: Enterprise Community Partners, Inc.**

**Signature:**

\_\_\_\_\_

**Name & Title:** Petra Montague, Vice President of Grants and Contracts Management

**Date:** \_\_\_\_\_



FOR ENTERPRISE USE ONLY:

Grant Number: 13SG3184 Billing Code: 500130/CB16RW01

**Enterprise Community Partners  
Federal Funding Accountability and Transparency Act Requirement**

**Subawardee (Grantee) Information**

1. Name of entity receiving award from Enterprise: Little Traverse Bay Bands of Odawa Indians
2. Unique identifier of the entity (DUNS Number): 120279864
3. Unique identifier of Parent company (DUNS Number) if applicable: \_\_\_\_\_
4. Are you registered in the System for Award Management (SAM)? ☒ Yes ☐ No
5. Is your registration in the SAM current? ☒ Yes ☐ No
6. Amount of the grant (obligated amount): \$50,000.00
7. Period of performance of grant: 08-01-2013 - 09-30-2014
8. Funding Agency: U.S. Department of Housing and Urban Development
9. North American Industry Classification (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) program number: 14.252
10. Program source (The Funding Agency (ex. HUD)): HUD Section 4; B-12-CB-MD-0001
11. Award title description of the purpose of the funding action: Capacity Building for Community Development and Affordable Housing Grants
12. Subaward project description (not to exceed 4,000 characters including spaces): This grant will support staff, training and consultant fees for predevelopment activities and a strategic plan for a supportive housing project.
13. Full address of Location of Entity, including zip +4 digit: 7500 Odawa Circle, Harbor Springs, MI, 49740-9692  
Congressional district: MI-001
14. Full address of Place of Performance, including zip +4 digit: 7500 Odawa Circle, Harbor Springs, MI, 49740-9692  
Congressional district: MI-001
15. Total compensation and names of top executives: N/A



FOR ENTERPRISE USE ONLY:

Grant Number: 13SG3184 Billing Code: 500130/CB16RW01

In order to determine whether you are required to report executive compensation, answer the following questions:

A. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this SAM record, represented by the DUNS number, belongs) received (1) 80% or more of your annual gross revenues in U.S. Federal contracts, subcontracts, loans, grants, Subgrant, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreement?:

☐ Yes ☒ No

B. Does the public have access to information about compensation of the executives in your business or organization (the legal entity to which this SAM record, represented by the DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986?:

☐ Yes ☐ No ☒ N/A

If yes, please indicate where the compensation information of the executives can be found: \_\_\_\_\_

If no, please complete the following as applicable:

Subawardee Names and Compensation of the five top Highly Compensated Officers/Executives:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

*I certify that the information provided above is current, accurate and complete*

Signature: \_\_\_\_\_

Name & Title: Albert Colby, Jr. Tribal Administrator

Date: \_\_\_\_\_



## **STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENT**

### **Purpose of Agreement**

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan, which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A.

### **Grant Proceeds Disbursements**

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise. Grant Proceeds may be disbursed in one lump sum or disbursed in multiple disbursements over a period of time. Disbursement requests should be made allowing approximately thirty (30) business days for Grantee to receive the Grant Proceeds. If Grant Proceeds are disbursed over a period of time, Grantee must submit its final disbursement request to Enterprise within sixty (60) days of the expiration of the Period of Performance. Grantee shall also submit all required reports/documentation to Enterprise with final disbursement request or disbursement will be delayed or withheld.

### **Authorized Uses and Expenditures of Grant Proceeds**

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit B. If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise's prior written consent. However, Grantee is permitted to make minor transfers to line items (except for salary) within the budget aggregating up to and including 10% of the Grant Proceeds without the prior written consent of Enterprise. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise's written consent.

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

### **Reports**

Grantee shall provide progress reports that contain a comparison of actual accomplishments with the Work Plan's measurable outcomes. Progress reports should be in a narrative format with an in-depth discussion of the measurable outcomes that were achieved and how the outcomes were achieved. Within sixty (60) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all activities conducted under the Work Plan. The report should include significant program achievements and all problems encountered during the Period of Performance.

### **Inspection; Right to Audit/Record Retention**

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with your staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors.

### **Modifications and Amendments**

Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance, or a budget revision resulting in a change in the salary line or a transfer in the Budget of more than 10% of the Grant Proceeds. Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee.

### **Default and Remedies**

If Grantee fails to comply with any terms in this Agreement Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date contained in the notice to cure the breach. A breach may include, without limitation, Grantee's failure to comply with the Work Plan, Grantee's unauthorized expenditure of the Grant Proceeds, or the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of Grant Proceeds until the Grantee satisfactorily cures the breach. In addition,



Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period, if Grantee fails to cure the breach to the satisfaction of Enterprise. In the event of termination by Enterprise, Enterprise may demand repayment of all Grant Proceeds disbursed to Grantee. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

If Enterprise's grantor undertakes any action to terminate, suspend or limit Enterprises access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Grantee agrees Enterprise may terminate this Agreement for convenience and that Enterprise's obligation to fund unfunded disbursement requests will cease.

#### Survival

This Agreement shall remain in effect until the last to occur of (a) the date that the Grant Proceeds have been disbursed;

(b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise;

(c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; or (d) if Grantee is in default and Enterprise decides not to terminate and requires that Grantee complete the Work Plan, the date that such Work Plan is completed.

#### Indemnification

The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Grantee or of any of its employees or agents.

#### Conflicts of Interest

Except for approved eligible administrative and personnel costs shown in the budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure.

#### Governing Law

Grantee acknowledges that this grant award is taking place in the state of Maryland, and not within Grantee's Indian country. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Provided, any monetary award against grantee cannot exceed the amount of funds actually provided to Grantee under this grant.

#### Non waiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times,

#### Personal Information Protection

The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act, disclosed; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction.

#### Special Conditions

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project.



## Federal Provisions for Grants

### ADMINISTRATIVE REQUIREMENTS

Pursuant to the Federal Grant Agreement, this contract shall be governed by OMB Circular A-110 (Uniform Administrative Requirements) as implemented at 24 CFR part 84; OMB Circular A-122 (Cost Principles for Nonprofit Organizations); OMB Circular A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

The above OMB Circulars can be found on the internet at: [www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html). The Code of Federal Regulations (CFR) can be found at: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/).

### ALLOWABLE COSTS

The Grantee will be paid only for allowable, allocable and reasonable costs incurred in the performance of this award in accordance with the federal cost principles of OMB Circular A-122 (for Non-profits), OMB Circular A-87 (for State, Local & Indian Tribal Governments), OMB Circular A-21 (for Educational Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

### REPORTS

With final disbursement of Grant Proceeds, Grantee shall furnish the following reports to Enterprise: (i) all close out documents; and (ii) any other reports that are required.

### FLOW DOWN PROVISIONS

Grantee is required, to the extent feasible, to include provisions to carry out the purpose of the HUD Grant Agreement in all contracts of employment with persons who perform any part of the work under this grant, and with all subcontractors or other persons or organizations participating in any part of the work under this grant.

### AUTHORIZED USES OF GRANT PROCEEDS

Grantee agrees to use the Grant Proceeds to satisfy Allowable Costs only for the activities specified in the Work Plan, consistent with this Agreement and any applicable HUD regulations. The Work Plan may be modified only by an amendment to this Agreement executed by Enterprise and Grantee. Grantee agrees not to commingle the Grant Proceeds with any other existing or future operating accounts. Grantee further agrees that the Grant Proceeds shall not be used as a match for other federal funds.

### ENVIRONMENTAL REVIEW

In accordance with 24 CFR 50.3(h), no commitment or expenditure of HUD or local funds to a HUD-assisted project may be made until HUD has completed an environmental review to the extent required under applicable regulations and has given notification of its approval in accordance with 24 CFR 50.3(h).

### PROGRAM INCOME

To the extent applicable, Grantee shall comply with the requirements and standards for program income as contained in 24 CFR 84.24. In addition, any program income derived as a result of the Grant shall be used to further eligible activities under the Grant.

### DEFINITIONS

The term "Official Products of Work" includes, among other items, (1) all semi-annual, annual and interim progress and financial reports; and (2) all physical materials and products produced directly under the Federal Grant Agreement.

### DELIVERABLE PRODUCTS

Grantee shall timely submit all required reports and other documentation to enable Enterprise to comply with its reporting requirements under the Federal Grant Agreement including any required close out documents. Failure to submit required reports on time may jeopardize funding under the Federal Grant Agreement and therefore funding under the Grant.

### INSPECTION AND ACCEPTANCE

Inspection, review, correction and acceptance of all Official Products of Work shall be conducted in accordance with the HUD Grant Agreement. Grantee shall make corrections or revisions recommended by Enterprise and shall return revised copies of materials within required time frames. Such review, correction and acceptance shall generally be limited to (1) corrections of omissions or errors of fact, methodology or analysis; (2) deletion of irrelevant materials; and (3) improvements to style and readability. Enterprise shall not require changes to stated views, opinions or conclusions.

### COPYRIGHT

In accordance with 24 CFR Parts 84.36 and 85.34, Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, in connection with the Prime Grant, this Agreement or the Work Plan. Grantee hereby agrees and acknowledges that Enterprise and/or HUD (on behalf of the Federal government) has reserved a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the copyright in any work produced in connection with the Prime Grant, this Agreement or the Work Plan.

### APPLICABILITY TO SUBRECIPIENTS, CONTRACTORS AND BORROWERS

Where performance of the Work Plan is to be carried out by any subrecipient, contractor or borrower of Grantee, all provisions of this Agreement shall be made binding on such subrecipient, contractor or borrower by Grantee. This shall be accomplished by a written agreement or contract between Grantee and any subrecipient, contractor or borrower, which shall include, among other things, the certifications set forth under Certifications and Assurances in this document.

### SALARY LIMITATION FOR SUBRECIPIENTS, CONTRACTORS AND BORROWERS FUNDED WITH HUD DOLLARS

Funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant at a rate more than the equivalent of General Schedule 15, Step 10, base rate plus locality pay in accordance with Office of Personnel Management pay scales posted at: <http://www.opm.gov/oca/11tables/IndexGS.asp>.

### PUBLICATIONS AND NEWS RELEASES



- a. The results of work conducted under the HUD Grant Agreement are planned to be made available to the public through dedication, assignment by HUD, or other means as HUD or Enterprise shall determine.
- b. All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes and any other Official Products of Work are owned by HUD and held for the benefit of the public.
- c. Official Products of Work, quotations therefrom, paraphrasing or interim findings may not be published without the approval of HUD's Government Technical Representative ("GTR") and Enterprise for a period of sixty (60) days after acceptance. Thereafter, Grantee shall be free to publish without HUD or Enterprise approval.
- d. All Official Products of Work, or any part thereof, and any special products arising from the HUD Grant Agreement, when published by Grantee or other participants in the work, shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of HUD."

- e. Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities under the HUD Grant Agreement that may be made by Subcontractor or its staff, or any subcontractor or other person or organization participating in the work under the HUD Grant Agreement, shall be provided to Enterprise at least ten (10) days prior to the planned release and to the GTR at least seven (7) days prior to the planned release. News releases and other public announcements may not disclose any interim findings or quote or paraphrase any part of any Official Product of Work without complying with the disclosure statement requirements of the paragraph above. All press releases or public issuances made during the term of the Subcontract must be reviewed and approved by Enterprise and the GTR prior to release. Enterprise, in its sole discretion, may direct Subcontractor not to release such information.

#### **RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES**

Enterprise, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Grantee which are directly pertinent to the project for the purpose of making audits, examinations, excerpts and transcriptions. Enterprise reserves the right to seek from the Grantee recovery of any expenditures found unallowable under the cost principles found in OMB Circular A-122 (for Non-profits), OMB Circular A-87 (for State, Local & Indian Tribal Governments), OMB Circular A-21 (for Educational Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits) or the provisions of the HUD Grant Agreement, based upon the final audit or any other special audits.

#### **RELOCATION**

The Uniform Relocation Act applies to anyone who is displaced as a result of acquisition, rehabilitation, or demolition for a HUD-assisted activity.

#### **DAVIS-BACON ACT**

Davis-Bacon Act - Assistance provided under this Agreement that is more than \$2,000.00, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-5, and applicable regulations of the Department of Labor under 29 CFR Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

#### **CERTIFICATIONS AND ASSURANCES**

By signing this award document Grantee certifies the following:

**Certification Regarding Debarment and Suspension:** Grantee certifies to the best of its knowledge that it, or any of its principal employees and officers:

1. Are not presently, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Within a three year period preceding this Grant, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Subcontract under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph two of this certification; and
4. Within a three year period preceding this Grant, have not had one or more public (federal, state or local) transactions terminated for cause or default.

#### **Certification of Payments to Influence Federal Transactions/Lobbying:**

1. Grantee shall comply with all requirements of Section 319 of the Department of the Interior and Related Agencies Appropriation Act for the Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment) and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Subcontract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, Subcontract, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant, the Grantee shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.



**Certification of Drug-Free Workplace Requirements:**

Grantee certifies that as a condition of this award it will comply with the drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and with HUD's rule at 24 CFR part 24, subpart F.

**Certification Regarding Subcontract Compensation Rates:**

1. The compensation rates, as provided by the Consultant to Grantee under this grant agreement, are the rates customarily charged to its clients, including for-profit organizations, and federal, State and local governments.
2. The compensation rates that the subcontractor charges its clients for federal activities are the same compensation rates that the subcontractor charges its clients for similar work on non-federal activities.

**Nondiscrimination Requirements:** Grantee certifies compliance with the following:

1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity
2. 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"
3. Title IV and Title VII of the Civil Rights Act of 1974, as amended
4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686)
5. Section 504 of the Rehabilitation Act of 1973, as amended
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107)
7. Americans with Disabilities Act of 1990 (42 U.S.C. 1201 *et seq.*)

**National Historic Preservation:** When necessary, Grantee will assist Enterprise in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§ 470, Executive Order 11593 and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*)

**Fair Housing and Civil Rights Laws:** Grantee certifies that it shall comply with all fair housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a). Federally recognized Indian tribes must comply with the nondiscrimination provisions enumerated at 24 CFR 1003.601

**Steps to Affirmatively Further Fair Housing:** Grantee certifies that the project(s) to be developed through the use of the Subcontract are part of the specific steps Grantee is undertaking to remedy discrimination in housing and to promote fair housing rights and fair housing choice.

**Lead-Based Paint Provisions:** Grantee certifies that it shall comply with the applicable lead-based paint provisions of 24 CFR part 35, including subparts J and K.

**Section 3:** Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135, which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for the metropolitan area (or nonmetropolitan county) in which the project is located.

**FURTHER ASSURANCES**

Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment to the Grant Documents and such further materials, documents and instruments as may be required by Enterprise or HUD to comply with any existing or future federal regulations, directives, policies, procedures and other requirements, or further the general purposes of the Grant.

**ORDER OF PRECEDENCE**

In the event of any inconsistency among the provisions of this Grant, the following order of precedence shall apply:

- a) the HUD Grant Agreement
- b) Uniform Administrative Requirements of 24 CFR part 84, 48 CFR part 31.2, OMB Circulars A-122, A-87, A-21 and A-133,
- c) the Grant Agreement

*As the official authorized to sign on behalf of Grantee, I bind the Grantee to the above agreements and hereby state that the above certifications are true and correct to the best of my knowledge and belief.*

Grantee: LTBB Date: \_\_\_\_\_

Signature of Authorized Certifying Official: \_\_\_\_\_

Printed Name: Albert Colby, Jr. Title: Tribal Administrator



## FEDERAL PROVISIONS

### ADMINISTRATIVE REQUIREMENTS

Pursuant to the Federal Grant Agreement, this contract shall be governed by OMB Circular A-110 (Uniform Administrative Requirements) as implemented at 24 CFR part 84; OMB Circular A-122 (Cost Principles for Nonprofit Organizations); and OMB Circular A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions) as implemented at 24 CFR part 45 and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

The above OMB Circulars can be found on the internet at: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars). The Code of Federal Regulations (CFR) can be found at: [www.gpoaccess.gov/cfr](http://www.gpoaccess.gov/cfr).

### ALLOWABLE COSTS

The Subcontractor will be paid only for allowable, allocable and reasonable costs incurred in the performance of this award in accordance with the federal cost principles of OMB Circular A-122 (for Non-profits), OMB Circular A-87 (for State, Local & Indian Tribal Governments), OMB Circular A-21 (for Educational Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

### FLOW DOWN PROVISIONS

Subcontractor is required, to the extent feasible, to include provisions to carry out the purpose of the HUD Grant Agreement in all contracts of employment with persons who perform any part of the work under this Subcontract, and with all subcontractors or other persons or organizations participating in any part of the work under this Subcontract.

### DEFINITIONS

The term "Official Products of Work" includes, among other items, (1) all semi-annual, annual and interim progress and financial reports; and (2) all physical materials and products produced directly under the Federal Grant Agreement.

### DELIVERABLE PRODUCTS

Subcontractor shall timely submit all required reports and other documentation to enable Enterprise to comply with its reporting requirements under the Federal Grant Agreement. Failure to submit required reports on time may jeopardize funding under the Federal Grant Agreement and therefore funding under the Subcontract.

### PUBLICATIONS AND NEWS RELEASES

- a. The results of work conducted under the HUD Grant Agreement are planned to be made available to the public through dedication, assignment by HUD, or other means as HUD or Enterprise shall determine.
- b. All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes and any other Official Products of Work are owned by HUD and held for the benefit of the public.
- c. Official Products of Work, quotations therefrom, paraphrasing or interim findings may not be published without the approval of HUD's Government Technical Representative ("GTR") and Enterprise for a period of sixty (60) days after acceptance. Thereafter, Subcontractor shall be free to publish without HUD or Enterprise approval.
- d. All Official Products of Work, or any part thereof, and any special products arising from the HUD Grant Agreement, when published by Subcontractor or other participants in the work, shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of HUD."

- e. Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities under the HUD Grant Agreement that may be made by Subcontractor or its staff, or any subcontractor or other person or organization participating in the work under the HUD Grant Agreement, shall be provided to Enterprise at least ten (10) days prior to the planned release and to the GTR at least seven (7) days prior to the planned release. News releases and other public announcements may not disclose any interim findings or quote or paraphrase any part of any Official Product of Work without complying with the disclosure statement requirements of the paragraph above. All press releases or public issuances made during the term of the Subcontract must be reviewed and approved by Enterprise and the GTR prior to release. Enterprise, in its sole discretion, may direct Subcontractor not to release such information.

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fact, methodology or analysis; (2) deletion of irrelevant materials; and (3) improvements to style and readability. Enterprise shall not require changes to stated views, opinions or conclusions.

#### **RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES**

Enterprise, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Subcontractor which are directly pertinent to the project for the purpose of making audits, examinations, excerpts and transcriptions. Enterprise reserves the right to seek from the Subcontractor recovery of any expenditures found unallowable under the cost principles found in OMB Circular A-122 (for Non-profits), OMB Circular A-87 (for State, Local & Indian Tribal Governments), OMB Circular A-21 (for Educational Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits) or the provisions of the HUD Grant Agreement, based upon the final audit or any other special audits.

#### **PROGRAM INCOME**

To the extent applicable, Subcontractor shall comply with the requirements and standards for program income as contained in 24 CFR 84.24. In addition, any program income derived as a result of the Subcontract shall be used to further eligible activities under the Subcontract.

#### **ENVIRONMENTAL REVIEW**

In accordance with 24 CFR 50.3(h), no commitment or expenditure of HUD or local funds to a HUD-assisted project may be made until HUD has completed an environmental review to the extent required under applicable regulations and has given notification of its approval in accordance with 24 CFR 50.3(h).

#### **RELOCATION**

The Uniform Relocation Act applies to anyone who is displaced as a result of acquisition, rehabilitation, or demolition for a HUD-assisted activity.

#### **DAVIS - BACON ACT**

Assistance provided under this Agreement that is more than \$2,000.00, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-5, and applicable regulations of the Department of Labor under 29 CFR Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

#### **CERTIFICATIONS AND ASSURANCES**

By signing this award document Subcontractor certifies the following:

**Certification Regarding Debarment and Suspension:** Subcontractor certifies to the best of its knowledge that it, or any of its principal employees and officers:

1. Are not presently, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Within a three year period preceding this Subcontract, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Subcontract under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph two of this certification; and
4. Within a three year period preceding this Subcontract, have not had one or more public (federal, state or local) transactions terminated for cause or default.

#### **Certification of Payments to Influence Federal Transactions/Lobbying:**

1. Subcontractor shall comply with all requirements of Section 319 of the Department of the Interior and Related Agencies Appropriation Act for the Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment) and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Subcontract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, Subcontract, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Subcontract, the Subcontractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.



**Certification of Drug-Free Workplace Requirements:**

Subcontractor certifies that as a condition of this award it will comply with the drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and with HUD's rule at 24 CFR Part 21.

**Certification Regarding Compensation Rates:**

1. The compensation rates, as provided by the Consultant to Enterprise Community Partners, Inc., under this subcontract agreement, are the rates customarily charged to its clients, including for-profit organizations, and federal, State and local governments.
2. The compensation rates that the subcontractor charges its clients for federal activities are the same compensation rates that the subcontractor charges its clients for similar work on non-federal activities.

**Nondiscrimination Requirements.** Subcontractor certifies compliance with the following:

1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity
2. 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"
3. Title IV and Title VII of the Civil Rights Act of 1974, as amended
4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686)
5. Section 504 of the Rehabilitation Act of 1973, as amended
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107)
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**Fair Housing and Civil Rights Laws:** Subcontractor certifies that it shall comply with all fair housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a). Federally recognized Indian tribes must comply with the nondiscrimination provisions enumerated at 24 CFR 1003.601

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**FURTHER ASSURANCES**

Subcontractor agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment to the Subcontract Documents and such further materials, documents and instruments as may be required by Enterprise or HUD to comply with any existing or future federal regulations, directives, policies, procedures and other requirements, or further the general purposes of the Subcontract.

**ORDER OF PRECEDENCE**

In the event of any inconsistency among the provisions of this Subcontract, the following order of precedence shall apply:

- a) the HUD Grant Agreement
- b) Uniform Administrative Requirements of 24 CFR part 84, 48 CFR part 31.2, OMB Circulars A-122, A-87, A-21 and A-133,
- c) the Subcontract Documents.

*As the official authorized to sign on behalf of Subcontractor, I bind the Subcontractor to the above agreements and hereby state that the above certifications are true and correct to the best of my knowledge and belief.*

Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Certifying Official: \_\_\_\_\_

Printed Name: Albert Colby, Jr. Title: Tribal Administrator